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Attorney for Plaintiff Lam Dang and Class Members

IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF CALIFORNIA  
SAN FRANCISCO DIVISION

LAM DANG, on behalf of himself and all  
others similarly situated,

Plaintiff,

vs.

ALLEGIS GROUP, INC., a corporation;  
AEROTEK, INC., a corporation; and  
DOES 1-10,

Defendants

Case No.

**CLASS ACTION**

**COMPLAINT FOR DAMAGES FOR UNPAID  
WAGES, PENALTIES, RESTITUTION,  
INJUNCTIVE RELIEF AND OTHER EQUITABLE  
RELIEF**

(1) Violation of California *Labor Code* §§ 1194(a) and  
1198 (Failure to Pay Minimum Wages);

(2) Violation of California *Labor Code*  
§ 226(a) (Improper Wage Statements);

(3) Violation of California *Labor Code* §§ 201-203  
(Waiting Time Penalties);

(4) Violation of California *Labor Code* §§ 222 and 223  
(Unlawful Paying of a Lower Wage); and

(5) Violation of California *Business & Professions Code* §  
17200, *et seq.* (Unfair Competition).

**[Demand for Jury Trial]**

1 Plaintiff Lam Dang (hereinafter "Plaintiff"), on behalf of himself and all others similarly  
2 situated, alleges as follows:

3 **INTRODUCTION**

4 **1.** This is a civil action seeking recovery for Defendant Allegis Group, Inc.'s (hereinafter  
5 "Allegis") and Defendant Aerotek, Inc.'s (hereinafter "Aerotek") violations of provisions of the  
6 California Labor Code ("Labor Code"); California Business and Professions Code ("B&PC"); the  
7 applicable Wage Orders issued by the California Industrial Welfare Commission (hereinafter, the "IWC  
8 Wage Orders") and related common law principles.

9 **2.** Plaintiff's action seeks monetary damages, including full restitution from Defendants as a  
10 result of Defendants' unlawful, fraudulent and/or unfair business practices.

11 **3.** The acts complained of herein occurred, occur and will occur, at least in part, within the time  
12 period from four (4) years preceding the filing of the Complaint herein, up to and through the time of  
13 trial for this matter.

14 **JURISDICTION AND VENUE**

15 **4.** This action is brought as a class action pursuant to Rule 23 of the Federal Rules of Civil  
16 Procedure.

17 **5.** The District Court of California has Jurisdiction over this matter pursuant to the Class Action  
18 Fairness Act, 28 U.S.C. § 1332(d), because, on information and belief, Plaintiff and Defendants are  
19 citizens of different states and the total amount in controversy exceeds \$5,000,000.

20 **6.** Venue in this district is proper pursuant to 28 U.S.C. § 1391(a) and (b) because, upon  
21 information and belief, Defendants transact business in San Francisco County, and a substantial portion  
22 of the harm caused by Defendants took place in San Francisco County.

23 **THE PARTIES**

24 **The Plaintiff**

25 **7.** At all times herein mentioned, Plaintiff and the Class Members were residents of the State of  
26 California.

1       **8.** Plaintiff was a joint employee of Defendants Allegis and Aerotek during the proposed Class  
2 Period and is entitled to unpaid wages and penalties as described herein.

3       **9.** All of the Class Members are identifiable persons who are or were employed in the State of  
4 California by Defendant Allegis during the relevant Class Period of up to four years prior to the filing of  
5 the initial complaint in this action through the date of trial.

6 **The Defendants**

7       **10.** Defendant Allegis, on information and belief, is a corporation organized under the laws of  
8 Maryland and maintains its principal place of business at 7301 Parkway Drive, Hanover, Maryland,  
9 21076.

10       **12.** Defendant Aerotek, on information and belief, is a corporation organized under the laws of  
11 Maryland and maintains its principal place of business at 7301 Parkway Drive, Hanover, Maryland,  
12 21076.

13       **13.** Defendant Allegis is one of the largest temporary employment agencies in the world that, at  
14 all relevant times herein mentioned, managed and continues to manage its vast number of employees  
15 through its operating companies, each specializing in meeting the service needs of its clients in a wide  
16 range of industries which include: Defendant Aerotek, TEKsystems, Allegis Global Solutions, Aston  
17 Carter, Major, Lindsey & Africa, Allegis Partners, MarketSource, and EASi (hereinafter “Operating  
18 Companies”).

19       **14.** At all relevant times herein mentioned, Defendant Aerotek was and continues to be one of  
20 Defendant Allegis’s Operating Companies that specializes in providing global technical, professional,  
21 and industrial recruiting and staffing.

22       **15.** During all, or a portion, of the Class Period, Plaintiff and each of the Class Members were  
23 jointly employed by Defendant Allegis and one or more of its Operating Companies, including  
24 Defendant Aerotek.

25       **16.** Defendant Allegis, through its Operating Companies, hires Class Members on a W-2 basis,  
26 withholds taxes from Class Members wages and reports each Class Member’s earnings to the IRS each  
27 year.

1       **17.** Throughout the relevant Class Period, Defendant Allegis exercised control over Plaintiff's  
2 and the other Class Members' wages, hours and working conditions through the implementation of its  
3 Code of Conduct and other internal policies, (hereinafter "Policies") which "apply to everyone at all  
4 levels of its organization", including but not limited to all: "officers, directors, internal employees,  
5 consultants and contract employees of Allegis Group, Inc. and all of its Operating Companies and  
6 subsidiaries worldwide."

7       **18.** Defendant Allegis's Policies establish uniform procedures for ensuring that its Operating  
8 Companies maintain accurate business records, including but not limited to employment records and  
9 billing, payroll and timekeeping records. Defendant Allegis does so because it relies on these books and  
10 records "in order to make sound business decisions as well as to comply with the many local, national  
11 and international laws that requires us to keep accurate and transparent records."

12       **19.** Defendant Allegis's Policies also govern the employment practices applicable to its  
13 employment of Plaintiff and the other Class Members, including but not limited to "Adherence to all  
14 relevant employment laws, including those related to maximum hours of daily labor, rates of pay,  
15 minimum age, privacy, and other fair working conditions."

16       **20.** Because of the level of control exerted over Plaintiff and the Class Members by Defendant  
17 Allegis and its Operating Companies, Plaintiff and the Class Members were jointly employed by  
18 Defendant Allegis and one or more of its Operating Companies, including Defendant Aerotek.

19       **21.** At all times hereinafter mentioned, Defendants were employers whose employees were and  
20 are engaged throughout the State of California and/or the various states of the United States of America.

21       **22.** Plaintiff is unaware of the true names or capacities of the Defendants sued herein under the  
22 fictitious names DOES 1-10, but pray for leave to amend and serve such fictitiously named Defendants  
23 once their names and capacities become known.

24       **23.** Plaintiff is informed and believes, and based thereon alleges, that each and all of the acts and  
25 omissions alleged herein were performed by, or are attributable to, Defendants Allegis, Aerotek and  
26 DOES 1-10 (collectively "Defendants") each acting as the agent for the other, with legal authority to act  
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1 on the other's behalf. The acts of any and all Defendants were in accordance with, and represent the  
2 official policies of Defendants.

3 **24.** Plaintiff is informed and believes, and based thereon alleges that, at all times herein  
4 mentioned, Defendants, and each of them, ratified each and every act or omission complained of herein.  
5 At all times herein mentioned, Defendants, and each of them, aided and abetted the acts and omissions  
6 of each and all the other Defendants in proximately causing the damages herein alleged.

7 **25.** Plaintiff is informed and believes, and based thereon alleges, that each of said Defendants is  
8 in some manner intentionally, negligently, or otherwise responsible for the acts, omissions, occurrences,  
9 and transactions alleged herein.

### 10 **GENERAL ALLEGATIONS**

11 **26.** The Defendants are a temporary employment agency whose business is dependent upon  
12 successfully placing its employees on assignments with its clients.

13 **27.** The interviews arranged by Defendants between its employees and its clients are essential to  
14 a successful job placement and paramount to the success of its business. Defendants must ensure that the  
15 employees selected for the interview are qualified for the position and prepared for the interview.

16 **28.** Defendants maintain near-total control over the Class Members' engagement with the  
17 working world. This process begins when Defendants first recruit the Class Members to become its  
18 employees.

19 **29.** Defendants recruit its employees in the same manner as any other company. Potential  
20 employees are first screened through a robust qualification process — including resume matching and  
21 behavioral interviews for technical, business, and cultural fits, as well as detailed supervisory reference  
22 checks. If the screening process goes well, Class Members are then required to go to one of Defendants'  
23 offices to complete its new hire employee orientation process.

24 **30.** As a part of its employee orientation, the Defendants provide the candidate with its new hire  
25 paperwork.

26 **31.** Defendants' new hire paperwork contains documents which outline its various policies and  
27 procedures governing its employment of the Class Members.  
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1       **32.** Defendants' new hire paperwork also contains several forms which Class Members are  
2 required to complete during their orientation, including Defendants' Form I-9 Employment Eligibility  
3 Verification and Form W-4.

4       **33.** Upon completion of Defendants' orientation, Plaintiff and the Class Members are considered  
5 by Defendants to be its employees, and become eligible to interview on the Defendants' behalf.

6       **34.** Defendants have sole discretion regarding when, where, and how to schedule the interviews.  
7 In fact, Class Members may not and cannot contact Defendants' clients regarding the interview.  
8 Defendants instruct Class Members to contact them immediately following their interviews with its  
9 clients to provide feedback on how they felt the interview went.

10       **35.** Before submitting the Class Member's resume to its clients, Defendants make several  
11 modifications, including removing the Class Member's contact information and replacing it with its  
12 company logo. Defendant does this in order to give the impression that Class Members are employees of  
13 Defendants.

14       **36.** Defendants exclusively negotiate with its clients regarding how much the client will pay for  
15 its employees, and the terms and conditions under which Defendants will provide Class Members to  
16 work at the clients' location.

17       **37.** Class Members are prohibited from even contacting Defendants' clients, much less  
18 negotiating their pay or other aspects of the placement.

19       **38.** If Defendants' clients do not want to retain Defendants' employees, Defendants have the  
20 authority to send Class Members to another client at their sole discretion.

21       **39.** Defendants exhibited control over Plaintiff's and the other Class Members' wages, hours,  
22 and working conditions. Defendants encouraged Plaintiff and Class Members to work on its behalf.  
23 Defendants' business model is based on Class Members interviewing for positions and being placed  
24 with Defendants' clients.

25       **40.** During the relevant statutory period, Defendants had a uniform policy of not compensating  
26 Class Members for the time they spent participating in these interviews on Defendants' behalf.  
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1       **41.** Plaintiff completed Defendants' employee qualification screening and new hire orientation  
2 process, thus becoming an employee of Defendants, on or around April 1, 2014.

3       **42.** Throughout his employment, Defendants scheduled Plaintiff to go on interviews with three  
4 of its then current or potential clients.

5       **43.** The first interview Defendants scheduled Plaintiff to go on took place on April 3, 2014 with  
6 Defendants' client 3 Day Blinds.

7       **44.** The second interview Plaintiff was scheduled to go on took place on January 20, 2015 with  
8 Defendants' client Pinnacle Claims Management.

9       **45.** The third and final interview Plaintiff was scheduled to go on took place on April 9, 2015  
10 with Defendants' client Best Buy.

11       **46.** Prior to scheduling the interviews with its clients, Defendants modified Plaintiff's resume to  
12 meet each client's specific employment needs. Defendants also removed Plaintiff's personal contact  
13 information and replaced it with its company logo before submitting it to each of its clients, so as to give  
14 the impression that Plaintiff was one of Defendants' employees.

15       **47.** Defendants sent Plaintiff emails on the day before each of the three interviews confirming the  
16 date, time and location of each interview. The emails also provided Plaintiff with instructions on how to  
17 prepare for the interviews and how to conduct himself during the interviews, and instructed Plaintiff to  
18 not discuss salary, raises, promotions or anything not pertinent to what he could do for the company.

19       **48.** Defendants required Plaintiff to call immediately following each of the interviews with its  
20 clients in order to provide it with feedback as to how the interviews went. During these calls, Plaintiff  
21 informed Defendants that he felt that the interviews had gone well.

22       **49.** Defendant told Plaintiff that it would be giving its clients a call following each interview to  
23 obtain their feedback, and would then give Plaintiff a call back. After obtaining feedback from its  
24 clients, Defendant contacted Plaintiff to let him know that its clients wanted him for the positions, and to  
25 inform Plaintiff of his pay rates and on what date he would be starting each of the positions.

26       **50.** Plaintiff was never compensated for the one hour he spent interviewing with Defendants'  
27 client, 3 Day Blinds.

1       **51.** Plaintiff was never compensated for the one hour he spent interviewing with Defendants'  
2 client, Pinnacle Claims Management.

3       **52.** Plaintiff was never compensated for the one hour he spent interviewing with Defendants'  
4 client, Best Buy.

5       **53.** Defendant continues to employ Class Members in the same or similar capacities while  
6 maintaining its uniform policy of withholding payment of wages earned while Class Members interview  
7 on the Defendants' behalf.

8       **54.** Plaintiff is informed and believes, and based thereon alleges, that at all times herein  
9 mentioned, Defendants were advised by skilled lawyers and other professionals, employees, and  
10 advisors knowledgeable about: (1) California and federal labor and wage law; (2) employment and  
11 personnel practices; and (3) the requirements of California and federal law.

12       **55.** Defendants knew or should have known that Plaintiff and the other Class Members were  
13 entitled to receive complete and accurate wage statements in accordance with California law.

14       **56.** Defendants knew or should have known they had a duty to properly compensate Plaintiff and  
15 the other Class Members, and that Defendant had the financial ability to pay such compensation, but  
16 willfully, knowingly, and intentionally failed to do so in order to increase Defendants' profits.

17       **57.** Plaintiff is informed and believes, and based thereon alleges, that Defendants knew or should  
18 have known that they had an obligation to pay guaranteed minimum wages for all hours worked by  
19 Plaintiff and the Class Members, including time spent interviewing with Defendants' then current or  
20 potential clients, but willfully, knowingly, and intentionally failed to do.

21                                   **CLASS ACTION ALLEGATIONS**

22       **58.** Plaintiff brings this action on his own behalf, as well as on behalf of each and all other  
23 persons similarly situated, and thus seeks class certification under Federal Rules of Civil Procedure,  
24 Rule 23.

25       **59.** All claims alleged herein arise under California law for which Plaintiff seeks relief  
26 authorized by California law.



1  
2 **60.** The proposed class in this action consists of and is defined as:

3 All of Defendants' California-based temporary employees who conducted at least one  
4 uncompensated telephonic or in-person interview with one of Defendants' clients, during  
5 the relevant time period from four (4) years preceding the filing of the Complaint herein,  
up to and through the time of trial for this matter.

6 **61.** Plaintiff is also seeking to certify a "Waiting Time Subclass", which consists of and is  
7 defined as:

8 All Class Members whose employment with Defendants was voluntarily or involuntarily  
9 terminated within the relevant time period, and to whom Defendants failed to pay all  
earned wages within the relevant statutory period.

10 **62.** There is a well-defined community of interest in the litigation and the class is easily  
11 ascertainable:

- 12 **a. Numerosity:** The members of the class (and each subclass, if any) are so numerous that  
13 joinder of all members would be unfeasible and impractical. The membership of the  
14 entire class is unknown to Plaintiff at this time, however, the class is estimated to be  
15 greater than one hundred (100) individuals and the identity of such membership is readily  
16 ascertainable by inspection of Defendants' employment records.
- 17 **b. Typicality:** Plaintiff is qualified to, and will, fairly and adequately protect the interests of  
18 each Class Member with whom he has a well-defined community of interest, and  
19 Plaintiff's claims (or defenses, if any) are typical of all Class Members' claims as  
20 demonstrated herein.
- 21 **c. Adequacy:** Plaintiff is qualified to, and will, fairly and adequately, protect the interests of  
22 each Class Member with whom he has a well-defined community of interest and  
23 typicality of claims, as alleged herein. Plaintiff acknowledges that he has an obligation to  
24 make known to the Court any relationship, conflicts, or differences with any Class  
25 Member. Plaintiff's attorneys and class counsel are versed in the rules governing class  
26 action discovery, certification, and settlement. Plaintiff has incurred, and throughout the  
27 duration of this action will continue to incur costs and attorneys' fees that have been, are,  
28

and will be necessarily expended for the prosecution of this action for the substantial benefit of each Class Member.

- d. Superiority: The nature of this action makes the use of class action adjudication superior to other methods. Class action will achieve economies of time, effort and expense as compared with separate lawsuits, and will avoid inconsistent outcomes because the same issues can be adjudicated in the same manner and at the same time for the entire class.
- e. Public Policy Considerations: California employers frequently violate employment and labor laws. Current employees are often afraid to assert their rights out of fear of direct or indirect retaliation. Former employees are fearful of bringing actions because they believe their former employers may damage their future endeavors through negative references and/or other means. Class actions provide the Class Members who are not named in the complaint with a type of anonymity that allows for the vindication of their rights while still protecting their privacy.

**63.** There are common questions of law and fact as to the class (and each subclass, if any) that predominate over questions affecting only individual members, including, but not limited to:

- a. Whether Defendants' failure to pay at least minimum wages to Plaintiff and the other Class Members for the time they spent interviewing with Defendants' then current or potential clients was and is in violation of California wage and hour laws;
- b. Whether Defendants' failure to pay wages, without abatement or reduction, in accordance with the California *Labor Code*, was willful;
- c. Whether Defendants complied with wage reporting as required by the California *Labor Code*, including but not limited to section 226;
- d. Whether Defendants' conduct was willful or reckless;
- e. Whether Defendants engaged in unfair business practices in violation of California *Business & Professions Code* §§ 17200, *et seq.*; and
- f. The appropriate amount of damages, restitution, and/or monetary penalties resulting from Defendants' violations of California law.

1       **64.** At all times relevant herein, there were in full force and effect Orders of the Industrial  
 2 Welfare Commission covering various occupations in which Defendants' employees were employed,  
 3 including but not limited to IWC Order No. 4-2001 covering the "Professional, Technical, Clerical,  
 4 Mechanical and Similar Occupations." The IWC Orders are codified at Title 8, California Code of  
 5 Regulations, section 11010, et seq.

6       **65.** At all times relevant herein, Defendants' employment of Plaintiff and the other Class  
 7 Members was subject to the provisions of the California Labor Code and to the IWC's Wage Orders,  
 8 including but not limited Wage Order 4-2001.

9  
 10                               **FIRST CAUSE OF ACTION**  
 11                               **Violation of California Labor Code § 1194(a)**  
                                   **(Failure to Pay Minimum Wages)**  
                                   **Against All Defendants and on Behalf of Plaintiff and the Class Members**

12       **66.** Plaintiff incorporates by reference and re-alleges as if fully stated herein the material  
 13 allegations set out in paragraphs 1 through 65.

14       **67.** California Labor Code § 218 authorizes employees to sue directly for any wages or penalties  
 15 due to them under the Labor Code.

16       **68.** California Code of Regulations Title 8, §11000(2) and the IWC Wage Orders §4(A) "Every  
 17 employer shall pay to each employee ... wages not less than [the applicable minimum wage] per hour for  
 18 all hours worked...". "Hours worked" is defined as means the time during which an employee is subject  
 19 to the control of an employer, including all the time the employee is suffered or permitted to work,  
 20 whether or not required to do so.

21       **69.** California Labor Code § 1194(a) provides that notwithstanding any agreement to work for a  
 22 lesser wage, any employee receiving less than the legal minimum wage applicable to the employee is  
 23 entitled to recover in a civil action the unpaid balance of the full amount of the applicable minimum  
 24 wage, including interest thereon, reasonable attorney's fees, and costs of suit.

25       **70.** Pursuant to Labor Code § 1197, payment of less than the minimum wage fixed by the Labor  
 26 Commission is unlawful.

1       **71.** Pursuant to Labor Code § 1198, it is unlawful to employ persons for longer than the hours set  
2 by the Industrial Welfare Commission or under conditions prohibited by the IWC Wage Order(s).

3       **72.** Defendants are required under California law to pay the Class Members for all hours worked,  
4 i.e., the time during which the Class Members were subject to Defendants' control, including all the time  
5 they were suffered or permitted to work by Defendants, whether or not required to do so.

6       **73.** Defendants required the Class Members to interview with Defendants' clients in order to  
7 provide Defendants' clients with temporary and permanent staffing solutions.

8       **74.** The Class Members were subject to Defendants' control during the time they attended these  
9 interviews. The time that the Class Members spent interviewing with Defendants' clients is work time  
10 that must be compensated.

11       **75.** Defendants required Class Members to interview with Defendants' clients without paying the  
12 Class Members for the time spent attending these interviews.

13       **76.** Defendants' failure to pay Plaintiff and other Class Members the applicable minimum  
14 wages for each hour worked during the workweek constitutes a violation of California Labor Code §  
15 1194(a).

16       **77.** California Labor Code § 1194.2 provides that if an employer pays wages less than the  
17 minimum wage fixed by the order of the commission, an employee shall be entitled to recover liquidated  
18 damages in an amount equal to the wage unlawfully unpaid and interest thereon.

19       **78.** Plaintiff and the other Class Members are entitled to recover from Defendants all unpaid  
20 wages, the statutory liquidated damages pursuant to California Labor Code § 1194.2 as well as  
21 attorney's fees, costs and interest.

22                                   **SECOND CAUSE OF ACTION**  
23                                   **Violation of California *Labor Code* § 226(a)**  
24                                   **(Improper Wage Statements)**

25                                   **Against All Defendants and on Behalf of Plaintiff and the Class Members**

26       **79.** Plaintiff incorporates by reference and re-alleges as if fully stated herein the material  
27 allegations set out in paragraphs 1 through 78.

28       **80.** Defendants intentionally failed to provide Plaintiff and the other Class Members with  
complete and accurate wage statements pursuant to the requirements of California *Labor Code* § 226(a).

1       **81.** Defendants intentionally did not provide Plaintiff and the other Class Members wage  
 2 statements that included the total number of hours they worked and all applicable hourly rates, which  
 3 injured them because they were denied their legal right to receive accurate, itemized wage statements  
 4 under California *Labor Code* § 226(a).

5       **82.** Defendants intentionally did not provide Plaintiff and the other Class Members wage  
 6 statements that included the total number of hours they worked and all applicable hourly rates, which  
 7 further injured them by making it more difficult to ascertain if or when certain rights under the  
 8 California *Labor Code* had been violated, and, in part, prevented them from ascertaining that they were,  
 9 in fact, not receiving the proper payment of their wages.

10       **83.** Plaintiff and the other Class Members are entitled to recover from Defendants the greater of  
 11 their actual damages caused by Defendants' failure to comply with California *Labor Code* § 226(a) or an  
 12 aggregate penalty not exceeding four thousand dollars (\$4,000), and an award of costs and reasonable  
 13 attorneys' fees pursuant to California *Labor Code* § 226(e).

14  
 15                                   **THIRD CAUSE OF ACTION**  
 16                                   **Violation of California *Labor Code* § 223**  
    **(Failure to Pay Agreed Upon Wages)**  
 17                                   **Against All Defendants and on Behalf of Plaintiff and the Class Members**

18       **84.** Plaintiff incorporates by reference and re-alleges as if fully stated herein the material  
 19 allegations set out in paragraphs 1 through 83.

20       **85.** California Labor Code section 218 authorizes employees to sue directly for any wages or  
 21 penalties due to them under the California Labor Code.

22       **86.** California Labor Code section 223 provides that it is unlawful for an employer to secretly  
 23 pay a lower wage while purporting to pay the wage designated by contract.

24       **87.** During the relevant time period Plaintiff and the other Class Members contracted with  
 25 Defendant to be paid an hourly wage for all time worked.

26       **88.** During the relevant time period, Defendant willfully failed to pay Plaintiff and the other  
 27 Class Members the contracted for hourly wage for the total number of hours it took them to perform  
 28 interviews on its behalf.



1       **97.** Plaintiff and the other Class Members are entitled to recover from Defendants the statutory  
 2 penalty for each day they were not paid at their regular hourly rate of pay, up to a thirty (30) day  
 3 maximum, pursuant to California *Labor Code* § 203.

4                                   **FIFTH CAUSE OF ACTION**

5                   **Violation of California *Business & Professions Code* § 17200, *et seq.***

6                                   **(Unfair Competition)**

7                   **Against All Defendants and on Behalf of Plaintiff and the Class Members**

8       **98.** Plaintiff incorporates by reference and re-alleges as if fully stated herein the material  
 9 allegations set out in paragraphs 1 through 97.

10       **99.** Defendants' conduct, as alleged herein, has been, and continues to be, unfair, unlawful, and  
 11 harmful to Plaintiff, the other Class Members, and the general public. Plaintiff seeks to enforce  
 12 important rights affecting the public interest within the meaning of California *Code of Civil Procedure* §  
 13 1021.5.

14       **100.** Defendants' activities as alleged herein are violations of California law, and constitute  
 15 unlawful business acts and practices in violation of California *Business & Professions Code* § 17200, *et*  
 16 *seq.*

17       **101.** Plaintiff and the putative Class Members have been personally aggrieved by Defendants'  
 18 unlawful business acts and practices as alleged herein, including but not necessarily limited to by the  
 19 loss of money or property.

20       **102.** Pursuant to California *Business & Professions Code* § 17200, *et seq.*, Plaintiff and the  
 21 putative Class Members are entitled to restitution of the wages withheld and retained by Defendants  
 22 during a period that commences four years prior to the filing of this Complaint; a permanent injunction  
 23 requiring Defendants to pay all outstanding wages due to Plaintiff and Class Members; an award of  
 24 attorneys' fees pursuant to California *Code of Civil Procedure* § 1021.5 and other applicable law; and an  
 25 award of costs.

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**PRAYER FOR RELIEF**

Plaintiff, on behalf of himself and on behalf of all others similarly situated, prays for relief and judgment against Defendants, jointly and severally, as follows:

Class Certification

1. That this action be certified as a class action;

As to the First Cause of Action  
(Unpaid Minimum Wages)

1. For general unpaid wages at a rate no less than the minimum wage and such general and special damages as may be appropriate;
2. For pre-judgment interest on any unpaid minimum wage compensation from the date such amounts were due;
3. For liquidated damages in an amount equal to the wages unlawfully unpaid with interest thereon pursuant to California Labor Code § 1194.2;
4. For reasonable attorney's fees and for costs of suit incurred herein pursuant to California Labor Code § 1194(a); and
5. For such other and further relief as the Court may deem equitable and appropriate.

As to the Second Cause of Action  
(Improper Wage Statements)

1. For all actual, consequential, and incidental losses and damages, according to proof;
2. For statutory penalties pursuant to California *Labor Code* § 226(e);
3. For reasonable costs and attorneys' fees pursuant to California *Labor Code* § 226(e);
- and
4. For such other and further relief as the Court may deem equitable and appropriate.

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As to the Third Cause of Action  
(Failure to Pay Agreed Upon Wages)

1. For all actual, consequential, and incidental losses and damages, according to proof;
2. For general unpaid wages pursuant to California Labor Code § 223 and such general and special damages as may be appropriate;
3. For pre-judgment interest on any unpaid wages;
4. For other such statutory and equitable relief as the Court may deem appropriate; and
5. For reasonable costs and attorneys' fees pursuant to California *Labor Code* § 1194(a).

As to the Fourth Cause of Action  
(Wages Not Paid Upon Termination)

1. For statutory penalties pursuant to California *Labor Code* § 203 for Plaintiff and all other Class Members who have left Defendants' employ;
2. For reasonable attorneys' fees and for costs of suit incurred herein; and
3. For such other and further relief as the Court may deem equitable and appropriate.

As to the Fifth Cause of Action  
(Unfair Competition)

1. The Disgorgement of any and all "unpaid-wages" and incidental losses, according to proof;
2. For restitution of "unpaid wages" to Plaintiff and all Class Members and prejudgment interest from the day such amounts were due and payable;
3. For the appointment of a receiver to receive, manage and distribute any and all funds disgorged from Defendant and determined to have been wrongfully acquired by Defendant as a result of violations of California *Business & Professions Code* § 17200, *et seq.*;
4. For reasonable attorneys' fees that Plaintiff and other Class Members are entitled to recover under California *Code of Civil Procedure* § 1021.5;
5. For costs of suit incurred herein; and

6. For such other and further relief as the Court may deem equitable and appropriate.

Dated: October 28, 2016

SZMANDA LAW GROUP

By: /s/ Brett D. Szmanda

Brett D. Szmanda (SBN 288688)  
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Attorney for Plaintiff & Class Members

**DEMAND FOR JURY TRIAL**

Plaintiff, on behalf of himself and on behalf of all others similarly situated, demands a trial by jury on all issues so triable.

Dated: October 28, 2016

SZMANDA LAW GROUP

By: /s/ Brett D. Szmanda

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